



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY
REFER TO DNSC-C2

August 1, 2003

Dear Prospective Germanium Customer:

On Monday, August 25, 2003 at 1:00 PM, local time, the Defense Logistics Agency, Defense National Stockpile Center (DNSC), will open and consider bids for the sale of 8,000 Kilograms (Kg) of Germanium metal in fiscal year 2003. This material is being offered under Invitation For Bids **DLA-Germanium-002**.

To clarify the bidding process with the objective of accepting all bids, DNSC encourages all potential Bidders to thoroughly review DLA-Germanium-002, paying particular attention to the following list of requirements:

1. **Fill in and complete I.1 Sale of Government Property and Award, I.2 Item Bid Page**, and all Certifications under this invitation in **Sections I.3 through I.7**.
2. Please review the Certifications (Sections **I.4 through I.6**) carefully, particularly Section I.4 **Certificate of Independent Price Determination**.
3. In addition DNSC requires a recent income statement and balance sheet for the company and any other documentation that will verify the financial level of business transactions. DNSC will establish a financial exposure limit for each Bidder. Please review Financial Exposure Limit, Section A.3. **DLA-Germanium-002**.

Thank you for your interest in the DNSC's Germanium sales program. Should you have any questions or concerns regarding the sale of Germanium please contact Chris Hall at 703-767-5498.

Sincerely,

//s//

RICHARD A. TALBOTT
Contracting Officer

Issued: August 1, 2003

DLA-GERMANIUM-002

**INVITATION FOR BIDS
FOR
GERMANIUM**



*Defense Logistics Agency
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223*

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SECTION A - INVITATION**A.1 Introduction (SEP 02)**

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting bids for the sale of approximately 500 kilograms (kg), of Germanium once a month in Fiscal Year 2003. Bid openings will be held at 1:00 p.m. local time, on the fourth Monday of each month at Ft. Belvoir, VA. The first bid opening will be held on August 25 at 1:00 p.m. Bids must be received at the address in Section B.2.a. by 1:00 p.m., local time, Ft. Belvoir, VA. In the event that the fourth Monday of the month is a holiday, or DNSC is otherwise closed at that time, bids for that day will be received at 1:00 p.m. local time on the next DNSC business day.
- b. Bidders are advised to telephone the Directorate of Stockpile Contracts at (703) 767-6500 to ascertain the availability of material.
- c. Delivery is F.O.B. carrier's conveyance. (See F.1.d. and F.1.e.)
- d. This invitation supersedes Invitation For Bids DLA-Germanium-001, which is hereby canceled in its entirety.

A.2 Description (JAN 95)

- a. The material offered for sale is located at the Somerville, Depot, Somerville, NJ and the Hammond Depot, Hammond, IN. The material is zone-refined polycrystalline intrinsic germanium metal. Conductivity is "N-Type" over the entire length of the ingot as measured by ASTM F-42. Resistivity is 50 ohm-cm at 20 ± 0.5 °C or 40 ohm-cm at 25 ± 0.5 °C, as measured by ASTM F-43. The material was produced by: Eagle Picher, TN, the Noyelles-Godualt plant, France; and Metallurgie Hoboken-Overpelt, Belgium.
- b. Each box contains approximately 16-17 kg. The material is offered in the form of trapezoidal ingots, packaged in heat-sealed plastic bags with cushioning material and packed in wooden boxes. Each box consists of four (4) ingots. Each ingot is permanently marked in the middle of the top surface with the chemical symbol "Ge", the ingot serial number, and the name of the producer. The germanium metal meets the requirements of National Defense Stockpile Purchase Specification P-114-R, Intrinsic Germanium Metal, dated December 16, 1986, found in Section J.1.
- c. The unit of measure for all bids submitted shall be per kilogram. The Government will ship to the nearest whole box. Boxes will not be split.

- d. Government records indicate that the germanium conforms to the data in Section A.2.a. and b. and Sections I.2 and J.1. However, no warranty or guarantee is made that the material so conforms or that it will be suitable for any particular purpose.

A.3 Financial Exposure Limit (MAR 02)

- a. The Defense National Stockpile Center (DNSC) will establish a financial exposure limit (maximum level of business the DNSC will allow) for each Bidder. The financial exposure limit shall be determined based upon the following:
 - (1) Financial Position of the Bidder
 - (2) Past Performance
 - (3) References (Suppliers, Financial Institutions)
 - (4) Credit Reports
- b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time as the Contractor satisfactorily performs existing contracts or the DNSC increases the exposure limit.

A.4 Foreign Trade Statistics Regulations (MAR 02)

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
 - (1) Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - (2) Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute any Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

SECTION B – PREPARATION AND SUBMISSION OF BIDS**B.1 Submittals (FEB 03)**

Bidders shall submit all of the following documents along with the bid unless otherwise noted:

- a. Section I.1 Sale of Government Property Bid and Award (JUL 03) with the section entitled “Execution by Bidder” completed.
- b. Section I.2, Item Bid Page – DLA- GERMANIUM-002 (JUL 03) with (1) unit price column; (2) quantity column; (3) total bid column; (4) company name; (5) signature; (6) name and title; and (7) date Where there is a discrepancy between the unit price and the total bid price, the unit price will govern.
- c. Section I.3, Certificate of Independent Price Determination (JAN 01).
- d. Section I.4, Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97).
- e. Representations, Certifications and Identifications at Section I.5 through I.7. Bidders please note: If Annual Representations, Certifications and Identifications have previously been submitted they need not be resubmitted. However, I.3 Certificate of Independent Price Determination and I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters shall be submitted with each bid.
- f. Copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions. DNSC may require the Contractor to submit updated information at any time.
- g. Bidders shall submit the financial information requested in paragraph f. to the following address/facsimile number:

Attn: DNSC-C2, GERMANIUM Contract Specialist
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Fax: (703) (767-5411)

B.2 General Information (JUL 97)

- a. Facsimile bids and modifications will be accepted in accordance with Section **B.5**. Bids may also be submitted by mail or hand delivered enclosed in a sealed envelope and addressed to:

ATTN: DNSC-R (Bid Custodian)
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, Virginia 22060-6223
Facsimile No: (703) 767-5541

Place the name and address of the Bidder in the upper left corner and the following information in the lower left corner on the face of the envelope:

INVITATION FOR BIDS
DLA- GERMANIUM-002

- b. The Bidder agrees, if its bid is accepted by the Government within (ten (10)) working days from the date specified in the invitation for receipt of bids, to purchase any or all material on which bids are made at the price bid and to take delivery of the material within the time specified in the executed Section I.1 Sale of Government Property Bid and Award .
- c. Unless a designation of agent is on file at DNSC, a Bidder submitting a bid as agent for another party shall submit written proof, either prior to or with the bid, that it is authorized to act as agent and shall tender the bid in the name of the principal.

B.3 Minimum Bid Quantity (JAN 95)

- a. The **minimum** bid quantity shall be 17 Kilograms (kg). If a smaller quantity is all that is available, the minimum bid quantity for that item must be for the entire quantity. A bid for less than the minimum quantity shall be considered nonresponsive.

B.4 Late Submissions, Modifications, and Withdrawals of Bids (NOV 00)

- a. Bidders are responsible for submitting bids, and any revisions, and modifications, so as to reach the Government office designated in the invitation by the time specified in the invitation. Bidders may use any transmission method authorized by the invitation (i.e., regular mail or facsimile).
- b. (1) Any bid, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the sale and—

- (i) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.
- (2) However, a late modification of an otherwise successful bid, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- d. If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the Invitation, and urgent Government requirements preclude amendment of the Invitation closing date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the Invitation on the first work day on which normal Government processes resume.
- e. Bids may be withdrawn by written notice at any time before the exact time set for receipt of bids. If facsimile bids are authorized, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in B .5. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B.5 Facsimile Submissions (JUL 97)

Facsimile bids and modifications will be accepted any time prior to the exact time set for receipt of bids. Facsimile withdrawals will be accepted any time before time of bid opening. Bidders must use the facsimile number: (703) 767-5541.

- a. Definition: "Facsimile submission," as used in this Invitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Bidders may submit facsimile submissions as responses to this Invitation. These responses must arrive at the place, and by the time, specified in the Invitation.
- c. Facsimile submissions that fail to furnish required representations or information, that reject any of the terms, conditions, and provisions of the Invitation, that contain garbled information, or are otherwise incomplete, may be excluded from consideration.
- d. Facsimile submissions must contain the required signatures.

- e. The Government reserves the right to make award solely on the facsimile submission. However, if requested to do so by the Contracting Officer, the apparently successful Bidder agrees to promptly submit the complete original signed submission.
- f. If the Bidder chooses to transmit a facsimile submission, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
 - (1) Receipt of garbled or incomplete submission.
 - (2) Availability or condition of the receiving facsimile equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of submission.
 - (5) Failure of the Bidder to properly identify the submission.
 - (6) Illegibility of submission.
 - (7) Security of submission data.

B.6 Consideration of Bids (FEB 98)

- a. The Government reserves the right to --
 - (1) Reject any or all bids;
 - (2) Waive any informalities and minor irregularities in a bid;
 - (3) Unless otherwise specified by the Bidder—
 - (i) Award a quantity less than the quantity bid at the unit price bid, and;
 - (ii) Accept any one item or group of items in a bid, as may be in the best interest of the Government.
 - (4) Award quantities in excess of that stated as being available for sale.
- b. Bidders may submit multiple bids at various unit prices and may specify a maximum quantity.

B.7 Evaluation of Bids (JUL 97)

- a. Bids will be evaluated on the basis of price alone.
- b. "All or none" bids will not be accepted.

B.8 Responsiveness of Bids (JUL 98)

- a. To be considered eligible for award, bids must be responsive. A responsive bid is one that fully complies with the terms of the Invitation and one in which the intent of the Bidder is clear on its face.
- b. A bid must clearly state the unit price (fixed price only) for each line item bid.
- c. Any bid that requires the Government to exercise judgment with respect to quantity, quality, or price will render the bid nonresponsive and ineligible for award. For example, failure to fill in the unit price for each line on the Item Bid Page for which a bid is submitted may render the bid(s) nonresponsive and ineligible for award.
- d. Any bid submitted for less than the minimum quantity stated in the Invitation will be rendered nonresponsive.
- e. Any bid that does not include Section **I.1 Sale of Government Property Bid (JUL 03)** fully executed (filled out and signed) will be rendered nonresponsive unless:
 - (1) the bidder accepts all terms and conditions of the Invitation; and
 - (2) award of the bid would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the Invitation.
- f. Bids that reject, modify or add any terms, conditions or provisions shall render the bid nonresponsive and ineligible for award.

B.9 Responsibility Determination (SEP 02)

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for an award, Bidders shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, a Bidder may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g., checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the financial statements and references submitted by the Bidder, as well as the current Dun & Bradstreet report and any other credit reports.

B.10 Contract Award (JUL 97)

A written award or acceptance of a bid signed by the Contracting Officer and furnished to a successful Bidder within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this invitation.

SECTION C – INSPECTION (JUN 98)

- a. A bidder may, at its own expense, visually inspect the material at the storage locations. No sampling of the material will be permitted.
- b. Requests for an appointment to visually inspect the material at the Somerville, Depot, Somerville, NJ and Hammond Depot, Hammond, IN must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in **Section J.2 Storage Locations**, at least (five (5)) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Bidders will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the depot.
- c. Bidders, their agents and representatives shall comply at all times with the rules of the storage location.

SECTION D - PAYMENT**D.1 Payment (FEB 98)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.5**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one (1) week or the wire transfer may be returned to the sender.
 - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. A service charge of \$100.00 will be applied to all returned checks.
- c. Payment shall be made to the Defense Finance and Accounting Service - Columbus (DFAS-Columbus). If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in D.1.b. charged. Payment shall be accompanied by identifying information including the contract number, invoice number, and a description of the material purchased. Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223
- d. Invoices issued for adjustments for variations in quantity or weight, storage charges, or interest shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice, the Government will issue a "demand" letter, demanding payment of the outstanding amount. If all moneys due are not paid within 30 calendar days after the date of the Government's demand letter, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections F.1.a. and G.10.)

D.2 Payment Due Date (FEB 03)

- a. Unless otherwise specified in the contract, payment shall be made before shipment of material and before the end of the contract period specified in the executed Section of **I.1 Sale of Government Property Bid and Award (JUL 03)**. If payment is not received by 4:30 p.m., local time, Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest will accrue accordingly.
- b. In the event the payment due date falls on a Saturday, Sunday, or holiday, the payment due date will be extended to the next Government business day.

D.3 Interest (JUN 02)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph b., below.
- b. Amounts shall be due at the earliest of the following dates:
 - (1) The final day of the contract period specified in Section **I.1 Sale of Government Property Bid and Award (JUL 03)** (With or without the issuance of an invoice by the Government); or
 - (2) The date of the first written demand for payment under the contract.

SECTION E - REMOVAL**E.1 Removal of Material (JAN 02)**

- a. The contract period begins on the date of contract award and shall expire 30 calendar days from the date of contract award.
- b. If the Contractor fails to pay for and remove the material on or before the last day of the contract period, Contractor will be considered delinquent and no material will be shipped until payment has been received.
- c. The contract period includes Saturdays, Sundays, and holidays. If the last day of the contract period is a Saturday, Sunday, or holiday, or the storage location is otherwise closed that day, the period of contract performance will be extended to the next Government workday.

E.2 Storage Charges (JUL 97)

- a. Storage charges shall be assessed on all material remaining after the last day of the contract period. The Government reserves the right to remove any remaining material to a commercial storage facility and be reimbursed by the Contractor for any expenses incurred. Storage charges continue to accrue until all the material has been removed or the contract is terminated for default, in which case the Contractor will be liable for damages, as set forth in Section G.7 Default of the Invitation.
- b. The storage charge for all material is the greater of the following: (1) \$0.003 per Kilogram (If a fraction of a kilogram remains, the charge will be for a full kilogram) per 30 day period regardless of whether the material remains in storage for a period of 30 days or less than 30 days; or (2) commercial storage charges, if applicable.
- c. Storage charges will be invoiced upon shipment. Payment shall be made promptly.
- d. Payment of storage charges shall not relieve the Contractor of its obligation to remove the material in a timely manner. Acceptance of storage payments by the Government is not a waiver of the Government's right to default the Contractor for failure to remove the material (See Section G.7 Default.)

SECTION F - SHIPPING**F.1 Request for Shipment (MAY 02)**

- a. Delivery is F.O.B. carrier's conveyance. At least five (5) working days prior to the date shipment is required to commence the Contractor shall furnish commercial bills of lading to the designated depot. Simultaneously the Contractor shall complete and fax the form in Section **J.3 Shipping Instructions** to the Contracting Officer. The Government will only accept shipping instructions from those individuals designated in Section I.6 as being authorized to request shipment of material on behalf of the Contractor. No material will be released under the provisions of this contract or any other contract the contractor has with DNSC until all outstanding delinquent charges and payments have been satisfied.
- b. "Shipping Instructions" shall include the following:
 - (1) Quantity of material to be released.
 - (2) Designation of type and kind of conveyance.
 - (3) Name of the carrier (please include a telephone number where this contact can be reached).
 - (4) "Ship to" location.
 - (5) Minimum load per conveyance (optional)
 - (6) Desired shipping schedule.
 - (7) Name and telephone number of an agent who can furnish additional shipping information if needed.
 - (8) Any additional pertinent information.
- c. The shipping schedule shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract period commensurate with existing loading facilities and other commitments at the Government's storage locations. Information regarding Government commitments may be obtained from the address specified in Section J.2.
- d. If outloading is to be accomplished by truck the Government will provide lumber and nails from available depot stock if requested by the Contractor's designee/driver. The Contractor's designee shall perform any necessary procedure(s) to ensure the cargo is safely secured prior to leaving the depot. The Government will not block, chock, brace, lash, band, or in any manner secure the cargo on the Contractor's conveyance(s). The designee shall witness the loading. Any expenses over and above those normally incurred by the Government to meet the public carrier's requirements for loading like materials will be at the expense of the Contractor.
- e. If outloading is to be accomplished by rail, the Government will provide materials and will block, chock, brace, and/or band as necessary to secure the cargo. The Government will not be responsible for demurrage charges.

- f. Contractor will be responsible for demurrage charges, damage to rail tracks and switches, or any costs associated with derailment.
- g. The Contractor, its agent and employees shall comply with all applicable rules at the storage depot; Federal, state and local load limitations; and all safety, health, and environmental requirements.
- h. Requests for shipment shall be for a minimum of 17 kg (one box). Shipping instructions and information requested in paragraph b., above, are to be furnished to the following address:

Defense National Stockpile Center
ATTN: Germanium Contracting Officer
8725 John J. Kingman Road
Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile Number: (703) 767-5411

- i. The Government shall determine the order in which the material is scheduled, and outloaded.

F.2 Insurance Requirements (APR 95)

The Contractor shall procure and maintain, and require any subcontractor to procure and maintain, during the entire period of performance under this contract, such insurance as stipulated herein.

- a. Workers' compensation and employer's liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. General liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile liability insurance written on the comprehensive form of policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

F.3 Weighing (APR 02)

- a. Weight of record shall be used for the Government weight certificate.

- b. Weight certificates shall be prepared by the Government and shall be final for payment

F.4 Weight Discrepancy (JAN 95)

- a. If the Contractor's weights for the material delivered vary from the Government's certified weights by more than one-half of one percent, the Contractor may give notice of such difference to the Contracting Officer within two working days (exclusive of Saturdays, Sundays, and Government holidays) after receipt of the material at destination, requesting that the material be reweighed. In that case, the Contractor shall segregate the shipment in question and hold it intact pending reweighing. The entire shipment shall be reweighed by the Contractor at its expense, in the presence of and in the manner approved by a Government representative, using scales approved by the Government representative. If the weight varies from the Government's certified weight by greater than one-fourth of one percent, plus or minus, that weight shall govern for payment purposes. If the weight determined by reweighing does not vary from the Government's certified weight by greater than one-fourth of one percent, plus or minus, the Government's certified weight shall be final for payment purposes.
- b. No adjustment shall be considered or made in accordance with the above paragraph unless notice is given by the Contractor to the Contracting Officer within the time specified above and all other requirements of the paragraph are complied with.

F.5 Assumption of Risk and Disclaimer of Liability (JAN 02)

The Contractor, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material by the Contractor, Contractor's employees, or any person subject to the Contractor's control. The Government assumes no liability for any damages to the property of the Contractor or any other person or property, or for any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

F.6 Adjustment for Variation in Quantity or Weight (JAN 95)

The Government reserves the right to vary the quantity or weight delivered by 2% from the quantity or weight listed in the Invitation and the Contractor agrees to accept delivery of any quantity or weight within these limits. The contract price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered.

F.7 Environmental Protection (JUN 95)

- a. Transportation Requirements

- (1) The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49 Code of Federal Regulations, Parts 170-189). If the material being transported is covered by DOT Regulations, the Contractor or its agent is responsible for certifying to DOT that hazardous materials are properly classified, described, packaged, marked, and labeled and are in a condition safe to transport based on the Contractor's or its agent's own examination of the material. (See especially 49 CFR 173.7(a)(1).)
- (2) The Government reserves the right to conduct reasonable inspection of the Contractor's or its agent's transportation conveyances or other equipment utilized to effect removal of the material purchased under this Invitation. Inspection may occur prior to, during, or subsequent to removal of the material from Government storage locations. The Contractor or its agent shall provide Government representatives with access and any reasonable assistance required to conduct this inspection.

b. Material Safety Data Sheets

- (1) Bidders are warned that unprotected exposure to hazardous substances, hazardous materials and hazardous chemicals may significantly increase the risk of health problems. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and any other Federal, state or local laws, codes, ordinances, and regulations (including obtaining any required licenses or permits) governing exposure to, and storage, handling, transportation, and disposition of, this material.
- (2) Material Safety Data Sheets as required by OSHA Hazard Communication Standard - 29 CFR 1910.1200 are incorporated herein. (See Section J.4) This data provides specific toxicity and health related data for the protection of human health and the environment. Bidders should review this information carefully. It is the responsibility of the Contractor to further communicate this information to the distributor, manufacturer, user and/or transporter of this material as may be required by Federal regulations.
- (3) Bidders shall also refer to 29 CFR 1910 Occupational Safety and Health Standards, specifically sections 1910.1000 through 1050. These occupational standards set standards for permissible exposures, methods of compliance, personal protective equipment, and other measures that must be taken when working with, or in proximity to, hazardous materials, chemicals and substances in the United States and its territories and possessions.

c. Use and Disposition

- (1) The Contractor certifies that it shall use and ultimately dispose of any hazardous material purchased under this Invitation in accordance with all applicable Federal, state, local and international laws and regulations and in a manner safe for the public and the environment.

- (2) The material bid under this Invitation is not, in its present form, subject to EPA Hazardous Waste Regulations (40 CFR Part 260, et seq.) issued under the Resource Conservation and Recovery Act. However, it is possible that use of this material will lead to the creation of a hazardous waste. 40 CFR Part 260, et seq., details the responsibilities of generators, transporters, treaters, storers, and disposers of hazardous waste. Failure to comply with these regulations can lead to civil and criminal penalties.
- (3) The wood pallets or materials used to package the commodity sold under this Invitation may have been treated with a wood preservative to protect it from insect attack and decay. These preservatives penetrate and remain in the wood for a long time and may pose certain hazards if precautions are not taken during the handling, use, and disposal of these treated wood products. Treated wood products should not be burned in open fires. Contractors are encouraged to seek advice on proper disposal from the local environmental protection agency.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Amendments and Modifications (JAN 95)

- a. Changes in terms and conditions of this Invitation shall be accomplished by written amendment only.
- b. Changes in terms and conditions of any resulting contract shall be accomplished only by written modification signed by the Contracting Officer.

G.2 Title (JUL 02)

Title to the material shall pass to the Contractor after payment is received.

G.3 Risk of Loss (JUL 02)

- a. After the award of the contract and prior to the receipt of payment for or shipment of the material, whichever comes first, the Government shall be responsible for the care and protection of the material, and any loss, damage or destruction occurring during such a period will be adjusted by the government.
- b. After receipt of payment but prior to either shipment or the end of the contract period, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- c. After shipment or the end of the contract period, whichever occurs first, all risk of loss, damage, or destruction from any cause whatsoever, shall be borne by the Contractor.

G.4 Limitation on Government's Liability (JAN 95)

- a. Except as provided in paragraph b. in any case where liability of the Government to the Contractor has been established, the measure of the Government's liability shall not exceed refund of whatever portion of the purchase price the Contractor has paid.
- b. Where specifically authorized in writing by the Contracting Officer, the Contractor may recover reasonable costs of packing, loading, and transportation incurred in connection with return of material to the Government.

G.5 Protests (NOV 02)

- a. **General.** Companies may file a protest over sales under this Solicitation with the –
 - (1) General Accounting Office (GAO);
 - (2) Director, Directorate of Stockpile Contracts, DNSC, for a decision at a level above the Contracting Officer;
 - (3) Contracting Officer.

Unless otherwise specified, protests will be presumed to be protests to the Contracting Officer.

- b. **Pre-Award Protests.** Protests based upon alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial offers shall be filed prior to bid opening or the time set for receipt of initial offers. In negotiated sales, protests based on alleged improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation must be files not later than the next closing time set for receipt of offers following the incorporation.
- c. **Post-Award Protests.** Protests after award shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier, except for protests challenging a negotiated sale under which a debriefing is requested and provided. In that situation, and where the basis was not known prior to debriefing, the initial protest shall be filed not later than 10 calendar days after the date of debriefing.
- d. **Service of Protest**
 - (1) Protests to the General Accounting Office shall be filed in writing, in accordance with 4 CFR 21, at the following address:

General Counsel
Attn: Procurement Law Control Group
U.S. General Accounting Office
441 G Street, NW
Washington, DC 20548

A copy of any protest to the GAO shall be served on the Contracting Officer at the address in (3) below, within one day of filing the protest. Firms seeking to file a protest with GAO are advised to consult the GAO regulations at 4 CFR 21 and the GAO publication, **Bid Protests at GAO: A Descriptive Guide**. Copies of these documents are available from the General Accounting Office.

- (2) As an alternative to filing a protest with the Contracting Officer, bidders or offerors may seek an independent review by filing an agency-level protest with the DNSC Director, Directorate of Stockpile Contracts. This process allows for a higher level decision on the initial protest. It is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer. A protest seeking an agency-level decision should clearly state that it is an "Agency Level Protest Under Executive Order 12979." The protest shall be served in writing at the following address and may be filed by mail, hand delivery, commercial carrier, or fax:

Attn: DNSC-C, Director, Directorate of Stockpile Contracts
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5411

- (3) Protests seeking a decision by the Contracting Officer shall be served in writing at the following address and may be filed by mail, hand delivery, commercial carrier, or fax:

Attn: DNSC-C – Richard Talbott
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Facsimile No.: (703) 767-5484 or (703) 767-5494

G.6 Disputes (FEB 03)

- a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- d. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)
- (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to a claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.7 Default (FEB 03)

- a. (1) The Government may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
 - (i) Make payment and remove the material within the time specified in this contract or any extension;
 - (ii) Remove the material within the time specified in this contract whether or not payment has been made;
 - (iii) Make progress, so as to endanger performance of this contract; or
 - (iv) Perform any of the other provisions of this contract.
- (2) The Government's right to terminate this contract under a.(1)(iii) and a.(1)(iv) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. Upon the Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Contractor shall lose all right, title, and interest which it might otherwise have acquired in and to the material as to which a default has occurred.
- (3) If at any time prior to the expiration of this contract, the Contractor makes it clear either by words, actions or circumstances, that the Contractor is unwilling or unable to perform under this contract, the Government shall not be required to furnish the Contractor notice specifying the failure under this contract prior to exercising its right to terminate this contract for default and seek damages.
- b. If the Government terminates the contract, the Contractor shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.
- c. If the Government terminates the contract for default, it may subsequently resell the material for the Contractor's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Contractor the difference between the contract price and the price obtained on resale. In no event will the Contractor be refunded any money if the Government obtains a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not resell the material within 12 months, the Contractor may be held liable for the full contract price for the quantity of material on which the default has occurred.
- d. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- e. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.8 Termination for Convenience of the Government (DEC 97)

- a. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.
- b. If a bona fide requirement for the material develops or exists prior to removal of the material from Government control, the Government may withdraw that material from the sale. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn material or such portion of the contract price as it may have received plus simple interest at the rate established by the Secretary of the Treasury.

G.9 Excusable Delays (MAY 95)

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if:
 - (1) the delay meets the criteria in paragraph a. above; and
 - (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
- c. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.

G.10 Setoff of Funds (JUL 98)

The Contractor agrees that the Government may use all or a portion of any monies received by Government to satisfy, in whole or in part, any debt (e.g. delinquent payments, interest or storage charges), arising out of this or any other transaction.

G.11 Indemnification Agreement (JAN 02)

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control in connection with the contract. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well-founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any persons subject to the Contractor's control.

G.12 Covenant Against Contingent Fees (JAN 95)

- a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in this paragraph, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H - DEFINITIONS (NOV 00)

As used throughout this Invitation, the following terms shall have the meaning set forth below:

- a.** The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- b.** The terms "Bidder", "Purchaser", or "Contractor" may be used interchangeably.

SECTION I - SUBMITTALS

COMPLETE AND RETURN ALL OF THE FOLLOWING WITH YOUR BID, UNLESS ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND IDENTIFICATIONS HAVE BEEN SUBMITTED THIS FISCAL YEAR THEN SUBMIT I.1, I.2, I.3, AND I.4 ONLY:

I.1 Sale of Government Property Bid and Award (JUL 03)

I.2 Item Bid Page - DLA-Germanium - 002 (JUL 03)

I.3 Certificate of Independent Price Determination (JAN 01)

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

I.5 Type of Business Organization (APR 96)

I.6 Persons Authorized to Request Shipment of Material (FEB 98)

I.7 Bidder's Billing Address (JUL 96)

I.2 Item Bid Page DLA-GERMANIUM-002 (JUN 03)

Item #	Producer	Country of Origin	Location	Available Quantity (kg)	Unit Price (\$ per kg)	Quantity (kg)	Total Bid (\$)
1	Eagle Picher	USA	Somerville	500	\$		\$
					\$		\$
					\$		\$
2	Metallurgie Hoboken-Overpelt	Belgium	Hammond	500	\$		\$
					\$		\$
					\$		\$
3	Metaleurop	France	Hammond	500	\$		\$
					\$		\$
					\$		\$
					Totals:		\$
<u>Note:</u> Bid may not exceed a total quantity of 500 kg.							

COMPANY NAME: _____

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

I.3 Certificate of Independent Price Determination (JAN 01)**a.** The bidder certifies that:

- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an bid, or (iii) the methods or factors used to calculate the prices bid;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid invitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

b. Each signature on the bid is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder's organization responsible for determining the prices being bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3), above

(insert full name of person(s) in the bidder's organization responsible for determining the prices bid, and the title of his or her position in the bidder's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) above.
- c.** If the bidder deletes or modifies subparagraph a.(2) above, the Bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance, and Other Responsibility Matters (JUL 97)

- a. (1) The Bidder certifies, to the best of its knowledge and belief, that -
- (i) The Bidder and/or any of its Principals -
 - (A). Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B). Have ☐ have not ☐, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C). Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a. (1)(i)(B) of this provision.
 - (D). Are ☐ are not ☐ presently indicted for or otherwise criminally or civilly charged by a Federal, state or local entity with violation of any environmental laws;
 - (E). Have ☐ have not ☐ within the three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for violation of a Federal, state or local environmental statute or regulation.
 - (ii) The Bidder has ☐ has not ☐, within a three-year period preceding this bid, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (3) If the Bidder answers affirmatively to anything in a.(1), above, the Bidder shall include in its bid an explanation of the circumstances, including the outcome.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this Invitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Bidder non-responsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this Invitation for default.

I.5 Type of Business Organization (APR 96)

The Bidder represents that--

- a. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- b. If the Bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation registered for business in _____ (country)
- c. If the Bidder is a corporation, it is ☐ independent (not owned or controlled by another company), ☐ owned or controlled by _____ corporation company registered for business in _____ (state/country).
- d. If the Bidder is owned or controlled by another, state the relationship (e.g., wholly owned subsidiary, etc.): _____
- e. The **Bidder** agrees to provide additional information relating to the above representations if requested to do so by the Contracting Officer.

I.6 Persons Authorized to Request Shipment of Material (FEB 98)

The Bidder shall provide the name(s), title(s), signature(s), and telephone number(s) of representative(s) authorized to sign Section **J.3 Shipping Instructions:**

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

Typed Name

Title

Signature

Telephone

I.7 Bidder's Billing Address (JUL 96)

The Bidder shall provide its billing address and billing facsimile number below:

SECTION J - LIST OF ATTACHMENTS

J.1 NATIONAL DEFENSE STOCKPILE PURCHASE SPECIFICATION

J.2 STORAGE LOCATIONS (JUL 03)

J.3 SHIPPING INSTRUCTIONS (JAN 95)

J.4 MATERIAL SAFETY DATA SHEETS

J.5 FEDWIRE PROCEDURES

J.1 National Defense Stockpile Purchase Specification

NATIONAL DEFENSE STOCKPILE PURCHASE SPECIFICATION

P-114-R
December 16, 1986
Supersedes
P-114
May 23, 1985

Published by
Department of Commerce

With Approval of
Federal Emergency Management Agency

INTRINSIC GERMANIUM METAL

I. DESCRIPTION

This specification establishes the requirements and tests for zone refined polycrystalline intrinsic germanium metal which could be used to produce optical grade germanium metal which can be fabricated into optical elements.

II. REQUIREMENTS

1. The germanium metal shall be zone refined and shall be capable of being converted into optical grade germanium metal for use over the spectral range from 2.5 through 14 microns.
2. Unless other wise specified herein, the germanium metal shall meet the performance requirements at an ambient temperature of 19-29° C.
3. A production lot shall consist of 15 to 20 kilograms of homogeneous germanium metal packed in one box. Every ingot in every production lot shall be inspected to determine compliance with the specification requirements. Any lot which fails to comply with any specification requirement shall be rejected.
4. The optical transmission shall be measured from 2.5 through 16 micron wavelength range. The optical transmission shall be measured through an uncoated, 10 ± 1 mm thick sample polished planes parallel. The recorded transmission values shall equal the transmission values on the curve in figure 1. A ± 2 percent transmission tolerance on the transmission value will be permitted.

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5. The germanium metal shall have an electrical resistivity with a minimum numerical value of 50 ohm-centimeter at $20 \pm 0.5^\circ \text{C}$ (40-centimeter at $25 \pm 0.5^\circ \text{C}$) over the entire ingot length.
6. The electrical conductivity type shall be N-Type over the entire ingot length.
7. The germanium metal shall be supplied in the form of a uniform trapezoidal ingot. The minimum length of the ingot shall be 43 centimeters and the maximum length shall be 56 centimeters. The minimum diagonal cross section of the ingot shall be 25 millimeters and the maximum diagonal cross section shall be 63.5 millimeters. The "tail" end (the end last to freeze) of the ingot shall be cut perpendicular to the length-wise axis of the ingot.
8. The ingot shall be free of holes, inclusions, cracks, and chips.
9. The ingot shall be permanently marked in the middle of the top surface with the product name or chemical symbol, the ingot serial number, and name of producer. The producer name may be abbreviated with the approval of the procuring agency.
10. After marking the ingot shall be chemically etched. The ingot shall be clean and of uniform color and quality.

III. INSPECTION / SAMPLING / TESTING

The procuring agency will perform the following ingot inspection. Every ingot will be inspected for compliance with the visual and dimensional requirements of the specification. The ingots in a production lot will be sampled. The sample ingot will be tested for electrical properties. A 10 ± 1 millimeter thick spectrographic sample will be removed from each sample ingot and tested for the optical properties.

Test Methods - The producer shall use the following test methods for ingot testing.

1. The transmission of the spectrographic sample shall be measured from 2.5 through 16 microns using an infrared spectrophotometer. The instrument 0% and 100% (I_0) lines shall be recorded on the same graph as the sample transmission curve.

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2. The electrical resistivity shall be measured using ASTM Standard F43, latest revision. The resistivity shall be measured on the clean bottom surface over the entire length of the ingot at one centimeter intervals. The two-point probe method shall be used for the resistivity measurement. The temperature at which the resistivity measurement is made shall be recorded.
3. The electrical conductivity type shall be measured using Method A, B, or C of ASTM Standard F42, latest revision. The conductivity shall be measured on the clean bottom surface over the entire length of the ingot at one centimeter intervals.
4. A visual examination shall be performed on each ingot to determine compliance with quality and marking requirements.
5. Each ingot shall be weighed using a scale capable of weighing to at least the nearest gram. The ingot shall be weighed after being marked, etched, and removal of spectrographic sample (if applicable), but before being placed in the polyethylene bag.

IV. PACKAGING / MARKING / SHIPPING

Ingot Packaging - The ingot shall be individually wrapped in a new clean transparent polyethylene bag which is a minimum of 0.004 inch thick. The bag shall be closed by heat sealing. After wrapping, the ingot shall be packaged in a manner that will prevent damage to the ingot during shipment.

Ingot Crating - The packaged ingot shall be tightly packed in a new wooden box with sufficient protective material to prevent damage to the ingot during shipment and storage. The ingots, packing material, and box together shall not exceed 55 pounds.

Wooden Box - The new wooden box with cleated ends shall be equal to the requirements of Type 3, Style 2, Federal Specification PPP-B-621, latest revision, Boxes, Wood, Nailed and Lock-Corner, except the minimum thickness of the sides, tops, and bottoms shall be 5/8 inch and the minimum thickness of the ends shall be 3/4 inch. After packing, the box shall be secured with steel bands equal to the requirements listed in the Appendix to PPP-B-621, latest revision. Holes shall be bored through each corner of the box in such a manner so that wire seals can be inserted by the procuring agency to ensure that the box is not opened without breaking the seals

-4-

Box Marking - The box shall be permanently and legibly marked, in English, on both ends by attaching an embossed aluminum tag meeting the requirements of the National Stockpile Identification Specification T-1, Tags: Aluminum, Embossed, current revision, except for the marking requirements. The box shall be marked with the following information:

Name of Product
Name of Producer
Country of Origin
Production Lot Number
Number of Ingots
Net Weight (Kilograms)
Gross Weight (Kilograms & Pounds Avoirdupois)
Government Contract Number
Specification Number and Date

Shipping - Identifying documents shall accompany each box during shipment.

The palletized boxes shall be loaded, braced, and blocked in the carrier's conveyance in compliance with applicable rules and regulations published by the Association of American Railroads in Pamphlet No. 4 and 14, and Circular No. 42, latest revisions, shall be followed.

For rail shipments, the applicable rules and regulations published by the Association of American Railroads in Pamphlet No. 4 and 14, and Circular No. 42, latest revisions, shall be followed.

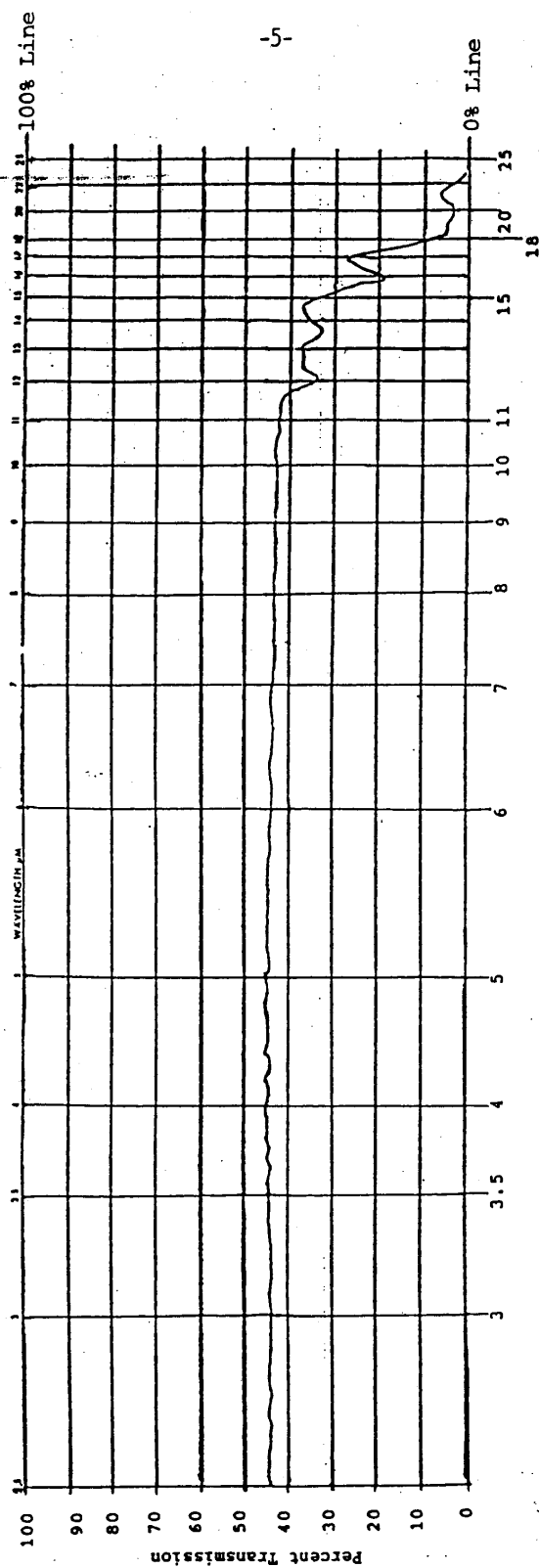


Figure 1
Transmission Through 10 mm Sample

J.2 Storage Locations and Operations Office

Hammond Depot
3200 Sheffield Avenue
Hammond, IN 46327-1003
Attention: Mr. John Olszewski
Phone : (219) 937-5358
Fax : (219) 937-5284

The hours of operation for outloading at the Hammond Depot are:

Monday through Thursday 7:30 a.m. to 3:30 p.m.
Friday 7:30 a.m. to 2:30 p.m.

Somerville Depot
152 US Highway 206 S
Hillsborough, NJ 08844-4135
Attention: Mr. James Farley
Phone : (908) 725-6400
Fax : (908) 707-4350

The hours of operation for outloading at the Somerville Depot are:

Monday through Friday 7:00 a.m. to 2:30 p.m.

Operations Office:

Mr. Ronnie Favors
Defense Logistics Agency
Defense National Stockpile Center DNSC-OL
8725 John J. Kingman Road, Suite 3229
Ft. Belvoir, VA 22060-6223
Phone: (703) 767-6542
Fax: (703) 767-7608

Shipping Request Number: _____

J.3 Shipping Instructions (JAN 95)

1. a. Contractor: _____
b. Point of Contact: _____ c. Telephone No.: _____
2. a. DNSC Contract No.: SP0833-03-S- b. Commodity: Germanium
3. Item/Pile: _____
4. Depot: _____
5. a. Quantity: _____
b. Unit Price: _____ c. Total Dollar Value: _____
6. Shipping Method: _____
7. a. Carrier Name: _____
b. Point of Contact: _____ c. Telephone No.: _____
8. Date Shipment Desired: _____
9. Ship To: _____

10. Minimum Load: _____
11. a. Outloader: _____ b. Telephone No.: _____
12. a. Sampler: _____ b. Telephone No.: _____
13. Copy of Payment Attached: Yes ☐ No ☐
14. Remarks: _____

15. Contractor's Signature: _____
Date Telephone
16. Shipment Approved and Authorized: _____
Contracting Officer Date

J.4 Material Safety Data Sheet

SECTION 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD
SUITE 3339
FORT BELVOIR, VA 22060-6223

EMERGENCY TELEPHONE NUMBER:
1-800-424-9300 (NORTH AMERICA)
1-703-527-3887 (INTERNATIONAL)

SUBSTANCE: GERMANIUM

TRADE NAMES/SYNONYMS:

GERMANIUM ELEMENT; GERMANIUM METAL; GE; DLA10366; RTECS LY5200000

CHEMICAL FAMILY: metal

CREATION DATE: Jul 01 1992

REVISION DATE: Mar 19 2003

SECTION 2 COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: GERMANIUM
CAS NUMBER: 7440-56-4
EC NUMBER (EINECS): 231-164-3
PERCENTAGE: 100.0

SECTION 3 HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=1 FIRE=0 REACTIVITY=0

EMERGENCY OVERVIEW:

PHYSICAL DESCRIPTION: Gray-white, lustrous metal.

MAJOR HEALTH HAZARDS: No significant target effects reported.

PHYSICAL HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

EYE CONTACT:

SHORT TERM EXPOSURE: irritation

LONG TERM EXPOSURE: no information is available

INGESTION:

SHORT TERM EXPOSURE: no information is available

LONG TERM EXPOSURE: no information is available

CARCINOGEN STATUS:

OSHA: No

NTP: No

IARC: No

SECTION 4 FIRST AID MEASURES

INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

SKIN CONTACT: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

INGESTION: If a large amount is swallowed, get medical attention.

SECTION 5 FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire and explosion hazard in bulk form. Dust/air mixtures may ignite or explode.

EXTINGUISHING MEDIA: dolomite, dry powder for metal fires, dry sand, graphite, soda ash, sodium chloride

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water spray until well after the fire is out. Stay away from the ends of tanks. For fires in cargo or storage area: Cool containers with water from unmanned hose holder or monitor nozzles until well after fire is out. If this is impossible then take the following precautions: Keep unnecessary people away, isolate hazard area and deny entry. Let the fire burn. Use extinguishing agents appropriate for surrounding fire. Avoid inhalation of material or combustion by-products.

SECTION 6 ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Collect spilled material in appropriate container for disposal.

SECTION 7 HANDLING AND STORAGE

STORAGE: Store and handle in accordance with all current regulations and standards. Keep separated from incompatible substances.

HANDLING: Use methods to minimize dust.

SECTION 8 EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

GERMANIUM:

No occupational exposure limits established.

VENTILATION: Provide local exhaust ventilation system. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear splash resistant safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear appropriate chemical resistant clothing.

GLOVES: Wear appropriate chemical resistant gloves.

RESPIRATOR: Under conditions of frequent use or heavy exposure, respiratory protection may be needed. Respiratory protection is ranked in order from minimum to maximum. Consider warning properties before use. Any dust, mist, and fume respirator.

Any air-purifying respirator with a high-efficiency particulate filter.

Any powered, air-purifying respirator with a dust, mist, and fume filter.

Any powered, air-purifying respirator with a high-efficiency particulate filter.

For Unknown Concentrations or Immediately Dangerous to Life or Health -

Any supplied-air respirator with full facepiece and operated in a pressure-demand or other positive-pressure mode in combination with a separate escape supply.

Any self-contained breathing apparatus with a full facepiece.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Gray-white, lustrous metal.

MOLECULAR WEIGHT: 72.59

MOLECULAR FORMULA: GE

BOILING POINT: 5126 F (2830 C)

MELTING POINT: 1719 F (937 C)

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): 5.35

WATER SOLUBILITY: insoluble

PH: Not applicable

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

SOLVENT SOLUBILITY:

Soluble: sulfuric acid, aqua regia

Insoluble: hydrochloric acid, alkali

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: None reported.

INCOMPATIBILITIES: bases, acids, halogens, oxidizing materials

GERMANIUM:

ALKALIES (FUSED): Incompatible.

AQUA REGIA: Incompatible.

BROMINE: Ignites when heated.
CARBONATES: Incompatible.
CHLORINE: Ignites.
NITRATES: Incompatible.
NITRIC ACID: Violent reaction.
OXIDIZERS (STRONG): Fire and explosion hazard.
OXYGEN: Burns with incandescence on heating.
POTASSIUM CHLORATE: Explode when heated.
POTASSIUM HYDROXIDE: Incandescent reaction.
POTASSIUM NITRATE: Explode when heated.
SULFURIC ACID (CONCENTRATED): Incompatible.

HAZARDOUS DECOMPOSITION:

Thermal decomposition products: oxides of germanium

POLYMERIZATION: Will not polymerize.

SECTION 11 TOXICOLOGICAL INFORMATION

GERMANIUM:**TOXICITY DATA:**

58 mg/kg/26 week(s) intermittent oral-man TDLo; 2 gm/kg/78 week(s) intermittent oral-child TDLo; 786 mg/kg/2 year(s) intermittent oral-man TDLo; 3860 mg/m3/4 hour(s) inhalation-rat LCLo; 250 mg/m3/6 hour(s)-4 week(s) intermittent inhalation-rat TCLo

ACUTE TOXICITY LEVEL: Insufficient Data.

HEALTH EFFECTS:**INHALATION:****ACUTE EXPOSURE:**

GERMANIUM: May cause irritation to mucous membranes and upper respiratory tract.

CHRONIC EXPOSURE:

GERMANIUM: No data available.

SKIN CONTACT:**ACUTE EXPOSURE:**

GERMANIUM: May cause irritation.

CHRONIC EXPOSURE:

GERMANIUM: No data available.

EYE CONTACT:**ACUTE EXPOSURE:**

GERMANIUM: Dust may cause irritation.

CHRONIC EXPOSURE:

GERMANIUM: No data available.

INGESTION:**ACUTE EXPOSURE:**

GERMANIUM: No data available.

CHRONIC EXPOSURE:

GERMANIUM: No data available.

SECTION 12 ECOLOGICAL INFORMATION

Not available

SECTION 13 DISPOSAL CONSIDERATIONS

Dispose in accordance with all applicable regulations.

SECTION 14 TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION: No classification assigned.**CANADIAN TRANSPORTATION OF DANGEROUS GOODS:** No classification assigned.**LAND TRANSPORT ADR:** No classification assigned.**LAND TRANSPORT RID:** No classification assigned.**AIR TRANSPORT IATA:** No classification assigned.**AIR TRANSPORT ICAO:** No classification assigned.**MARITIME TRANSPORT IMDG:** No classification assigned.

SECTION 15 REGULATORY INFORMATION

U.S. REGULATIONS:**CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):** Not regulated.**SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):** Not regulated.**SARA TITLE III SECTION 304 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.40):** Not regulated.**SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):**

ACUTE: No

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.**OSHA PROCESS SAFETY (29CFR1910.119):** Not regulated.

STATE REGULATIONS:

California Proposition 65: Not regulated.

CANADIAN REGULATIONS:

WHMIS CLASSIFICATION: Not determined.

EUROPEAN REGULATIONS:

EC CLASSIFICATION (CALCULATED): Not determined.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): Listed on inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

SECTION 16 OTHER INFORMATION

MSDS SUMMARY OF CHANGES

SECTION 14 TRANSPORT INFORMATION

J.5 Fedwire Procedures (JAN 95)

The Sender should use a bank that offers wire transfer capability. The Federal Reserve Bank of New York will then process the money for deposit to the Defense National Stockpile Account with the Department of the Treasury.

PROCEDURES FOR DEPOSIT SLIP(S) FOR FEDWIRE:

To ensure the funds are credited to the Defense National Stockpile Center the following information is required on any wire transfer of funds.

1. Treasury Dept. Code – Routing No. to the Treasury
MUST BE ON SLIP “021030004”.
2. Amount of funds to be transferred.
3. Treasury Department Name – **This item is critical** –

MUST APPEAR EXACTLY AS SHOWN BELOW

TREAS NYC/(CTR/BNF=/AC-00006355)

4. Third Party Information – Purchaser’s Name, Commodity, and Contract Number.